

U.S. Department of Justice

Washington, DC 20530

**Amendment to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Samuels International Associates, Inc	2. Registration No.  4848
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
- Initial Statement
- Supplemental Statement for the period ending \_\_\_\_\_
- Other purpose (*specify*) \_\_\_\_\_
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Contract between the Comission Nacional de Zonas Francas-CNZF (National Free Trade Zone Commission of Nicaragua) and Samuels International Associates, Inc. for the period 27 May 2013 to 31 December 2014 (Original Spanish version plus English language translation)

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

The new contract, signed in Washington 7 April 2015, replaces a previous contract between the parties dated 5 June 2009.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature<sup>1</sup>)

April 22, 2015

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/s/ Michael Samuels

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eSigned

April 22, 2015

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/s/ Andrew Durant

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eSigned

April 22, 2015

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/s/ Lawrence Julihn

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eSigned

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<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

**Translation of Original Spanish Language Contract**

**Consulate General of Nicaragua**  
1627 New Hampshire Ave., N.W.  
Washington, D.C.

**Statement of Attestation**

**PUBLIC DEED NUMBER 38. PROFESSIONAL SERVICES CONTRACT BETWEEN THE NATIONAL FREE TRADE ZONE COMMISSION AND SQUIRE, SANDERS (US) L.L.P** – In the city of Washington, DC, of the United States of America, the place of my domicile and residence, at 2:00 in the afternoon on the 27th day of March, of the year Two Thousand Fourteen. In the presence of myself, **OSCAR ALEJANDRO ZAMORA HINOJOS**, of legal age, single, of this domicile, Consul General of the Republic of Nicaragua in Washington, District of Columbia, United States of America, with the Notary functions conferred by Article eight of the Notary Law currently in effect in the Republic of Nicaragua, **Michael A. Samuels** is present, of legal age, married, Business and Trade Consultant, of this domicile, who identifies himself with United States of America passport Number [REDACTED]

[REDACTED] I certify having in my sight the identification document of the person appearing, who in my judgment has the civil and legal capacity necessary to obligate himself by contract, and especially for the granting of this current act, in which he acts in the name and representation of **SAMUELS INTERNATIONAL ASSOCIATES, INC.**, of this domicile, as the President of the Limited Corporation duly registered under the Laws of the United States of America. The undersigned Consul General certifies and affirms that the aforementioned documents confer to the appearing person, Michael A. Samuels, sufficient faculties for the granting of the present act y states:

**FIRST CLAUSE (PURPOSE).** The **NATIONAL FREE TRADE ZONE COMMISSION**, from here on **THE COMMISSION**, represented by Mr. Alvaro Antonio Baltodano Cantarero, who is of legal age, married, a Retired General and with a College Degree in Business Administration, with domicile in the city of Managua, Republic of Nicaragua, and identified by the Nicaraguan National Identity card number [REDACTED] has agreed to enter into a Professional Services Contract with the firm **SAMUELS INTERNATIONAL ASSOCIATES, INC.**, which from now on will be denominated simply as **SAMUELS o SIA**, represented by Mr. Michael A. Samuels, with the purpose of maintaining beneficial trade relations with the United States of America, and how they affect exports of textiles and products made in Nicaragua to the United States of America.

**SECOND CLAUSE (DESCRIPTION OF THE SERVICE).** The services that **SAMUELS** will provide for **THE COMMISSION** will be the following:

**One)** Help to maintain beneficial trade relations with the United States of America, particularly in matters related to the implementation of the Central American Free Trade Agreement (DR CAFTA), and how they affect exports of textiles and products made in Nicaragua to the United States of America.

**TWO)** SAMUELS will advise THE COMMISSION in matters related to negotiations with the Government and Congress of the United States, as well as interest groups based in the United States of America that could have an impact on the implementation of policies that affect exports to the United States of America.

**THREE)** SAMUELS may act directly on some occasion when indicated by THE COMMISSION with some representatives of the Government of the United States of America in representation of THE COMMISSION.

**FOUR)** Samuels or SIA will work with THE COMMISSION and other Nicaraguan institutions to maximize the benefits for Nicaragua in the area of training programs such as USAID and CAFTA.

**FIVE)** Samuels or SIA will help to develop and implement a great effort to make Nicaragua an option as an investment destination.

**THIRD CLAUSE (FEES AND EXPENSES).**

**One)** The maximum fees that THE COMMISSION will pay to SAMUELS for the period of this contract is **THREE HUNDRED AND FOUR THOUSAND DOLLARS OF THE UNITED STATES OF AMERICA ( 304,000.00 USD).**

**Two)** SAMUELS will send invoices and reports for the fees he charges THE COMMISSION. Additionally, SAMUELS will be reimbursed for normal expenses, for which effects receipts should be sent for expenses charged to THE COMMISSION, for the respective reimbursement when applicable.

**Three)** Payments will be net, SAMUELS is responsible for the payment of all applicable taxes in the United States of America. THE COMMISSION will be responsible for any taxes required in Nicaragua. Payments will be made by THE COMMISSION one month after receipt of invoices.

**FOURTH CLAUSE (LENGTH).** This contract will have a length of Nineteen (19) months, beginning on the Twenty-Seventh of May of the year Two Thousand and Thirteen, the date by which its effect will be retroactive, and ending on the Thirty-first day of December of the year Two Thousand and Fourteen.

**FIFTH CLAUSE (TERMINATION).** Both parties may terminate this Contract with written notification fifteen days prior, with no charge to either of the parties.

**SIXTH CLAUSE (APPLICABLE LAW).** The applicable Law for this contract is that of the Republic of Nicaragua.

**SEVENTH CLAUSE (AWARDING OF THE CONTRACT).** The present Public Deed for a Professional Services Contract is signed individually by each of the contracting parties, however, both instruments together represent the bilateral document which is perfectly agreed upon constituting a Professional Services Contract by the will of both parties.- This is what the person appearing expressed, who I advised and made aware of the value and legal transcendence of this deed, the objective of the special clauses which it contains, those which involve resignations or explicit and implicit stipulations, and the general clauses that assure the validity of this instrument, including the need to present it before the Directorate of the Consul General of the Ministry of Foreign Relations in the City of Managua, Republic of Nicaragua, for its proper authentication. It was read by me, the Consul General, in its entirety to the person appearing,

who found it in conformance, approved and ratified it on all and each of its parts without making any modifications. Persons signing together with me, I attest to all herein.

Michael A. Samuels

Oscar Alejandro Zamora Hinojos

Signed by me in the City of Washington, DC at 4:00 in the afternoon of the 7th day of April of the year 2015.

Oscar Alejandro Zamora Hinojos (Official Seal of the Consulate General  
Consul General Washington, DC. of Nicaragua in Washington, D.C.)

Michael A. Samuels

President, Samuels International Associates, Inc.



**Consulado General de Nicaragua**  
1627 New Hampshire Ave., N.W.  
Washington, D.C.

## **TESTIMONIO**

**ESCRITURA PÚBLICA NÚMERO TREINTA Y OCHO (38). CONTRATO POR SERVICIOS PROFESIONALES ENTRE LA COMISION NACIONAL DE ZONAS FRANCAS Y SAMUELS INTERNATIONAL ASSOCIATE, INC.** En la ciudad de Washington, DC., de los Estados Unidos de América, a las dos de la tarde del día veintisiete de Marzo del año dos mil catorce. Ante mí, Oscar Alejandro Zamora Hinojos, Cónsul General de la República de Nicaragua en Washington, Distrito de Columbia, Estados Unidos de América, con funciones Notariales conforme al Artículo ocho de la Ley del Notariado vigente de la República de Nicaragua, comparece **MICHAEL A.SAMUELS**, mayor de edad, casado, Negociante y Consultor, de este domicilio, quien se identifica con pasaporte de los Estados Unidos de América número [REDACTED]; doy fe de tener a la vista el documento de identidad del compareciente, quien a mi juicio tiene la capacidad civil y legal necesaria para obligarse y contratar, y en especial para el otorgamiento del presente acto, en el que actúa en nombre y representación de **SAMUEL INTERNATIONAL ASSOCIATES, INC.**, de este domicilio, en su carácter de Presidente, una Sociedad limitada debidamente incorporada bajo las Leyes de los Estados Unidos de América. El suscrito Cónsul General certifica y da fe que los documentos anteriormente relacionados confieren al compareciente Michael A. Samuels, las facultades suficientes para el otorgamiento del presente acto y dice: **CLAUSULA PRIMERA: (OBJETO).** La **COMISIÓN NACIONAL DE ZONAS FRANCAS**, en adelante **LA COMISIÓN**,

representada por el Licenciado Álvaro Antonio Baltodano Cantarero, quién es mayor de edad, casado, General en Retiro y Licenciado en Administración de Empresas, con domicilio en la Ciudad de Managua, Republica de Nicaragua, e identificado con Cédula de identidad Nicaragüense número: [REDACTED]

[REDACTED] ha acordado celebrar un Contrato por Servicios Profesionales con la firma **SAMUELS INERNATIONAL ASSOCIATES, INC.**, que en adelante se denominará simplemente SAMUELS o SIA, representada por el señor Michael A. Samuels, con el objetivo de mantener una relación comercial beneficiosa con los Estados Unidos de América, y como afectan las exportaciones de textil y productos elaborados de Nicaragua a los Estados Unidos de America.- **CLAUSULA SEGUNDA: (DESCRIPCION DEL SERVICIO)**. Los servicios que SAMUELS prestará a LA COMISIÓN serán los siguientes: **UNO)** Ayudar a Mantener una relación comercial beneficiosa con los Estados Unidos de América, particularmente en materias relacionadas a la implementación del Acuerdo de Libre Comercio con Centro América (DR CAFTA), y como afectan las exportaciones de textil y productos elaborados de Nicaragua a los Estados Unidos. **DOS)** Samuels asesorara a la COMISIÓN en las materias relacionadas con las negociaciones con el Gobierno y el Congreso de los Estados Unidos, así como con los grupos de interés basados en los Estados Unidos de América que pudieren tener un impacto en la implementación de las políticas que afecten las exportaciones a los Estados Unidos de América. **TRES)** Samuels puede actuar directamente en algunas ocasiones cuando le sea indicado por LA COMISIÓN con algunos personeros del Gobierno de los Estados Unidos de América en representación de la COMISIÓN. **CUATRO)** Samuels o SIA trabajará con LA COMISIÓN y otras instituciones Nicaragüenses para maximizar los beneficios de Nicaragua en el área de programas de formación de capacidades tales como USAID y CAFTA. **CINCO)** Samuels o SIA ayudará a desarrollar y a implementar un gran esfuerzo para que Nicaragua sea el destino de opción de la inversión.- **CLAUSULA TERCERA (HONORARIOS Y GASTOS)**. **Uno)** El máximo de honorarios que LA COMISIÓN otorgará a SAMUELS por el periodo que dure este Contrato es de **TRECIENTOS CUATRO MIL DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US\$ 304,000.00)**. **Dos)** SAMUELS enviara facturas e informes para sus honorarios a la COMISIÓN. Adicionalmente, SAMUELS será

 reembolsado por gastos normales, para cuyos efectos deberá enviar las facturas por dichos gastos a LA COMISIÓN, para su respectivo reembolso en caso en caso que aplique. Tres) El pago será neto, SAMUELS se hace responsable del pago de todos los impuestos aplicables en los Estados Unidos de América. LACOMISIÓN es responsable de cualquier impuesto requerido en Nicaragua. El pago será efectuado por LACOMISIÓN un mes después de recibida la factura.- **CLAUSULA CUARTA (PLAZO)**. Este contrato tiene un plazo de Diecinueve (19) meses, iniciando a partir del día Veintisiete de Mayo del año Dos mil trece, fecha a la cual se retrotraen sus efectos, finalizando el día Treinta y uno de Diciembre del año Dos mil catorce.- **CLAUSULA QUINTA (RESCISIÓN)**. Ambas partes podrán rescindir este Contrato previa notificación por escrito con noventa días de anticipación, sin cargo para ninguna de las partes.- **CLAUSULA SEXTA (LEY APLICABLE)**. La ley aplicable para este contrato es el de la República de Nicaragua.- **CLAUSULA SEXTA (LEY APLICABLE)**. La Ley aplicable para este contrato es la de la República de Nicaragua.- **CLAUSULA SEPTIMA (PERFECCIONAMIENTO DEL CONTRATO)**. La presente Escritura Pública de Contrato por Servicios Profesionales se suscribe en forma individual por cada una de las partes contratantes, pero ambos instrumentos unidos representan el documento bilateral perfecto de aceptación de celebración del Contrato por Servicios Profesionales por voluntad de ambas partes. Así se expresó el compareciente, a quien advierto y hago conocer el valor y trascendencia legales de esta escritura, el objeto de las cláusulas especiales que contiene, el de las que envuelven renuncias o estipulaciones explícitas e implícitas y el de las generales que aseguran la validez de este instrumento, incluida la necesidad de de presentarlo ante la Dirección General Consular del Ministerio de Relaciones Exteriores en la Ciudad de Managua, República de Nicaragua, para su debida autenticación. Leída que fue por mí, el Cónsul General, íntegramente toda esta escritura al compareciente, quien la encuentra conforme, la aprueba y la ratifica en todas y cada una de sus partes sin hacerle ninguna modificación. Firma junto conmigo. Doy fe de todo lo relacionado. (f) Michael A. Samuels (f) Oscar Alejandro Zamora Hinojos. Paso ante mí del folio ciento tres (103) al folio ciento seis (106) del Protocolo Consular número (8) ocho que lleva el Consulado General de la República de Nicaragua en Washington D.C. durante el presente año y a solicitud del compareciente; Libro este primer testimonio en cuatro hojas de papel común las que

*[Handwritten signature]*

rubrico y firmo en la Ciudad de Washington D.C. a las cuatro de la tarde del día siete de Abril del año dos mil quince.

*[Handwritten signature]*  
**Oscar Alejandro Zamora Hinojos**  
**Cónsul General**  
**Washington, D.C.**



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4/13/15